

UNITED STATES DISTRICT COURT  
THE DISTRICT OF NEW JERSEY

-----X  
HYEONIL SON,

Civil Action No.:

Plaintiffs,

**COMPLAINT**

-against-

JUNG KIM a/k/a JUNG B. KIM,

Defendant.  
-----X

Plaintiff HYEONIL SON ("Plaintiff"), by his attorneys, the Law Offices of Daniel D. Kim (Daniel D. Kim, Esq., appearing), as and for their Complaint against the defendant, JUNG KIM a/k/a JUNG B. KIM ("Defendant"), herein, respectfully allege as follows:

**INTRODUCTION**

1. This is a civil action claiming a fraud against Defendant who fraudulently induced Plaintiff to lend him \$200,000.00 with a promise to pay a monthly interest in the amount of \$4000.00 for two years and then return the principal amount at the end of two years. Defendant claimed that he was the owner of a recycling company in Fort Lee, New Jersey and that he needed funds to expand his business. Defendant targeted Plaintiff since Plaintiff was in Seoul, South Korea who was looking for financial stability in the U.S. to raise his children, 14 and 12 then, with his wife. Upon his arrival in the U.S., Defendant claimed that he was wrongfully accused by FBI and that he was out of business and money. Plaintiff brings this action seeking compensatory damages, punitive damages and other equitable relief deemed proper and just by this Honorable Court.

**PARTIES**

2. Plaintiff is an employee of Korea Trade Promotion Corporation (KOTRA) in

Chicago, and he has been residing at 2729 Cripple Creek CT, Naperville, IL 60564.

3. Upon information and belief, at all times hereinafter mentioned, Defendant was and is a New Jersey resident residing at 40 Hickory Street, Englewood Cliffs, NJ 07632.

#### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332 in that complete diversity of citizenship exists between the parties and the matter in controversy exceeds \$75,000.00, exclusive of costs and interest, and under principles of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this District pursuant to 18 U.S.C. § 1391(a)(2) in that the fraudulent transactions occurred within the District of New Jersey.

#### **RELEVANT FACTS**

6. In 2016, Defendant represented to Plaintiff that he owned a recycling company located at 489 West Street, Township of Fort Lee, Bergen County, New Jersey.

7. Upon information and belief, on or about April 11, 2016, Defendant set up BN Recycling, Inc., a New Jersey corporation, with its principal place of business located at 489 West Street, Fort Lee, New Jersey, 07024.

8. In 2016, Plaintiff, who was working in Seoul, South Korea, visited his wife and two children who were residing in Pennsylvania. During this visit, Plaintiff met Defendant who represented himself as the owner of the recycling business at 489 West Street, Fort Lee, New Jersey.

9. At the end of 2017, Plaintiff obtained a green card. He was planning to move to the U.S. in March of 2018 so as to join his family.

10. In or about January 2018, Defendant told Plaintiff that he was looking for an

investor to help finance the purchase the additional vehicles for the recycling business in the U.S. Defendant stated that he had debts that were about to come due to family members of his investor in Korea. Defendant further stated that if Plaintiff were to wire the funds to his investor's family members in Korea, Defendant could obtain additional funds he needed to purchase the vehicles.

11. In or about January 8, 2018, Defendant drafted and forwarded a Loan Agreement (Exhibit "A") to Plaintiff.

12. The Loan Agreement required the loan to be delivered in Korean "Won" (Korean currency) to the person designated by Defendant in Korea. *See*, ¶ 1A of Exhibit "A".

13. On or about February 1, 2018, while he was still in Korea, Plaintiff wired the funds to the accounts of two of Defendant's designated individuals, Ms. Hyun Sook Lee and Mr. Dae Eui Hong, \$50,000.00 and \$150,000.00 respectively in Korean currency in accordance with the currency exchange rate on the same day. On the same day, in Fort Lee, New Jersey, Plaintiff's wife received the receipts from the Defendant who drafted and notarized them as "Amendment", annexed hereto as Exhibit "B."

14. Upon Plaintiff's arrival in the U.S., Defendant acted as if his business was booming by paying Plaintiff the agreed interest payments in the amount of \$4,000.00 on March 1, 2018 and again on April 1, 2018.

15. However the check for the May 2018 interest payment was returned for insufficient funds. The copy of the bounced check is annexed hereto as Exhibit "C".

16. When Plaintiff demanded his principal loan immediately, Defendant gave Plaintiff a check on his purported business account which turned out to be a "closed account." The copy of this check is annexed hereto as Exhibit "D." Defendant substituted a personal check

which also turned out to be from a “closed account.”

17. When Plaintiff inquired as to why Defendant had issued the “closed account” checks, Defendant stated that he was being wrongfully investigated by FBI. When Plaintiff asked as to when he could be expected to recover \$200,000.00, Defendant stated that if Plaintiff were to file an action, he would never give him his money back.

**AS AND FOR A FIRST CAUSE OF ACTION: FRAUD**

18. Plaintiff incorporates each and every allegation set for in paragraph 1 through 17 as if set forth fully herein.

19. Defendant fraudulently induced Plaintiff to lend him \$200,000/00 knowing that he never intended to pay it back.

20. Defendant misrepresented that he was the owner of the recycling business located at 489 West St., Fort Lee, New Jersey.

21. Defendant assured Plaintiff that he had plentiful assets to secure Plaintiff’s loan. Defendant listed four commercial vehicles which he stated he was the owner and he used them as collateral to secure the loan. *See, Loan Agreement*, Exhibit “A” at ¶ B. This statement is false.

22. Defendant stated that upon default of the interest payment, Plaintiff “has the power to execute any/and all documents necessary to repossess, sell, and/or liquidate the borrower’s assets in satisfaction of [his] lien in accord[dance] with this agreement.” *See, Loan Agreement*, Exhibit “A” at ¶ C. This is false since Defendant did not own any commercial vehicle used in the recycling business.

24. Defendant made these representations with the expectation and intent that Plaintiffs would rely on his representations that at least their investments would be returned if the project failed to commence.

25. Plaintiff detrimentally relied on Defendant's representations and tendered the \$200,000.00.

26. Defendant explicitly stated that Plaintiff "has the right to sue the borrower for possession of the collateral or personal assets under this contract, if the borrower is unable to pay the original loan amount in whole. The borrower has the responsibility to return the original loan amount to the lender under all circumstances." Defendant threatened Plaintiff that he would never return any money if Plaintiff elects to file an action.

27. As a direct and proximate result of Defendant's misrepresentations and reliance thereon, Plaintiff suffered harm and damages to be determined by Court not less than \$200,000.00.

**AS AND FOR A SECOND CAUSE OF ACTION: CONVERSION**

28. Plaintiff incorporates each and every allegation set forth in paragraph 1 through 27 as if set forth fully herein.

29. Defendant assured Plaintiff that the Loan Agreement was required in connection with Defendant's purchase of additional commercial vehicles to be used in the recycling business.

30. Defendant stole or converted Plaintiff's money and never used it to purchase a commercial vehicle which could have been used as a collateral to secure the Plaintiff's loan pursuant to the Loan Agreement.

31. Defendant's illegal dominion over Plaintiff's money, failure to return the money, and issuing of the bounced checks and the checks drawn on closed accounts, constituted illegal acts and violated Plaintiff's property rights.

32. As such Plaintiff has suffered substantial loss in amount to be determined by Court not less than \$200,000.00.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendant as follows:

- A. Finding Defendant liable under each count alleged herein;
- B. Directing Defendant to return the principal amount, \$200,000.00, which he embezzled or converted, plus any interest accrued since the date of embezzlement or conversion;
- C. Directing Defendant to pay compensatory, consequential and punitive damages not less than \$200,000.00;
- D. Granting Plaintiff pre-judgment and post-judgment interest for all damages assessed by the Court;
- E. Granting Plaintiff attorney's fees and costs incurred herein; and
- F. For such other and further relief as the Court may deem proper and just.

Dated: December 14, 2019

Respectfully submitted,

By: S/ Daniel D. Kim  
Law Offices of Daniel D. Kim  
Daniel D. Kim, Esq.  
5 Penn Plaza, 23 Floor  
New York, NY 10001  
(212) 849-6990  
7 Bethany Circle  
Closter, NJ 07624  
Fax (646) 349-1732  
danieldkimlaw@gmail.com

# **EXHIBIT A**

***Loan Agreement***

08 January 2018

**Borrower:**

<b>Name:</b> Jung Kim	<b>Social Security Number:</b> 064-72-2937	<b>Address:</b> 40 Hickory Street Englewood Cliffs, NJ 07632
<b>Phone Number:</b> 610-564-9016	<b>Date of Birth:</b> 04/12/1974	<b>Gender:</b> Male

**Lender:**

<b>Name:</b> Hyeonil Son and Hyewon Chang	<b>Address:</b> 515 Welsh Road E4 Huntingdon Valley, PA 19006	<b>Phone Number:</b> (267) 471-5690
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On this 8<sup>th</sup> day of January 2018 the borrower, Jung Kim, promises to pay the order of Lender, Hyeonil Son and Hyewon Chang, in the amount of \$200,000 with interest of \$4,000 every month. This contract will be valid when the money is sent by the lender, which is estimated to be on January 12<sup>th</sup>, 2018. This is subject to change if there is a delay by the bank or lender.

**I. TERMS OF REPAYMENT****A. Payments:**

The loan amount will be delivered in Korean 'Won' by the lender, Hyeonil Son, to the designated person by Jung Kim in South Korea. The amount will be sent to Kim Dong Jun with the account number 14889078159507. This account number is associated with KEB Hana Bank. After the loan amount is sent by the lender to the designated person the responsibility is transferred over to Jung Kim, the borrower.

The interest amount of \$4,000 will be paid by cash or check on the 12<sup>th</sup> day of every month for a span of 24 months or until the contract is terminated. The total loan amount of \$200,000 will be returned to the lender after 2 years from the start of this contract. The payments will need to be made on February 12<sup>th</sup>, 2018 through February 12<sup>th</sup>, 2020. If there is a delay in the payment, the payments will begin a month after the loan amount is sent to the borrower.



**B. Collateral:**

The motor vehicles listed below will be put on lien by Hyeonil Son and Hyewon Chang as collateral.

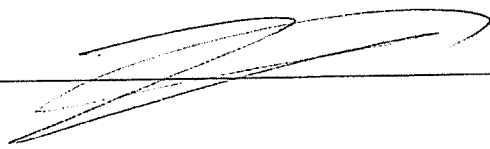
- |                        |                          |            |
|------------------------|--------------------------|------------|
| 1. 2000 Isuzu Npr      |                          |            |
| VIN: JALC4B146Y7002951 | Garaging Zip Code: 07104 | Radius: 50 |
| 2. 2005 Checrolet C5C  |                          |            |
| VIN: 1GBE5C12X5F519493 | Garaging Zip Code: 07104 | Radius: 50 |
| 3. 1996 Intl 490       |                          |            |
| VIN: 1HTSDAAM2TH275978 | Garaging Zip Code: 07104 | Radius: 50 |
| 4. 1993 Intl 470       |                          |            |
| VIN: 1HTSCPLMXP481204  | Garaging Zip Code: 07104 | Radius: 50 |

**C. Security Agreement**

If for any reason the lender needs to terminate the contract before the termination date, the lender must give a three month notice to the borrower. After a three month notice, the borrower must return the original loan amount to the lender.

If the loan is in default due to the deterioration of the borrower's financial capability, the Lender has the power to execute any/all documents necessary to repossess, sell, and/or liquidate the borrower's assets in satisfaction of its lien in accord with this agreement.

The lender has the right to sue the borrower for possession of the collateral or personal assets under this contract, if the borrower is unable to pay the original loan amount in whole. The borrower has the responsibility to return the original loan amount to the lender under all circumstances.

Signature:  Date: 1/9/18

Customer Name: Jung Km

Notary:

Address:

40 Hickory St

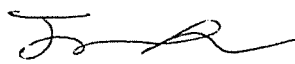
Englewood Cliffs, NJ 07632

Social Security Number:

[REDACTED]

서문시 서초구 방배동 981-48

중앙하이츠 3층 301호

  
**SOYENG IM**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 ID # 2395697

MY COMMISSION EXPIRES APRIL 22, 2020

1/9/2018

## **EXHIBIT B**



Amendment

DATE: February 1st, 2018

The amount will be sent to 이현우 account number  
국민은행 269902 04 231342 \$ 50,000.00 Fifty thousand

After the loan amount is sent by the lender to the designated person. The responsibility is transferred over to Jung Kim, the borrower

Borrower's name: Jung Kim

Jung Kim

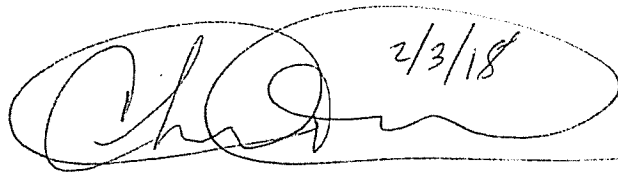
Date: 2 / 1 / 2018

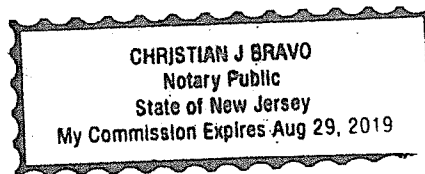
Payment of \$4000.00 will be paid by  
1st day of every month

Lender's Info.  
Hyunil  
SK Hyunil Son.

Woori Bank

Acct # 1101012787

 2/3/18



Jung Kim received \$200,000.00

Two hundred thousand 2/1/2018

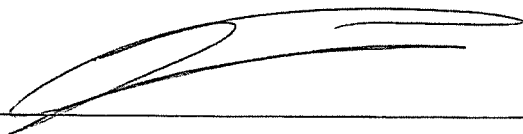
Amendment

DATE: February 1st, 2018

The amount will be sent to 흥대의 account number  
하나은행 654-910123-51107 \$150,000.00 one hundred fifty thousand

After the loan amount is sent by the lender to the designated person. The responsibility is transferred over to Jung Kim, the borrower

Borrower's name: Jung Kim

  
\_\_\_\_\_

Jung Kim

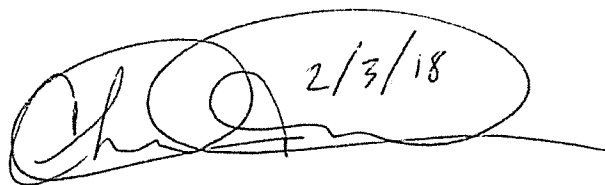
Date: 2 / 1 / 2018

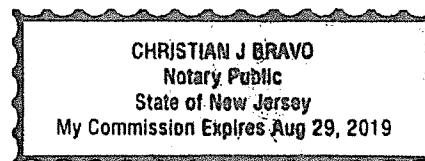
Payment of \$4000.00 will be paid by  
1st day of every month.

Lender's Info  
Hyunil  
Son

Woori Bank

Acct# 1101012787

 2/3/18



Jung Kim received \$200,000.00  
Two hundred thousand 2/1/2018

# **EXHIBIT C**



CHK#1122 FOR \$4,000.00 - 5/4/2018

BN RECYCLING INC.

3-189 32  
DATE 5/1/18 1122

PAY TO  
THE ORDER OF

Hyland Son

\$ 4,000.00  
DOLLARS

NOAHBANK

MEMO

MEMO

⑆036018985⑆ 32 10010983⑆ 1122

CHK#1122 FOR \$4,000.00 - 5/4/2018

>026007443<  
Woorl America Bk #104  
2018-05-04  
0010048614  
Batch 141749071

MAY-04 2018  
TELLER #6

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
REACH ED FOR FILE - INSTRUCTIONS  
DATE  
☐ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

11/01/2787

ENDORSE HERE

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC  
The security features of this check are as follows:  
- not listed exceed only by 2%  
- Security Features  
- Microprint  
- Chrom. Ink  
- Security Series  
- Security Series



# **EXHIBIT D**

CLOSED ACCOUNT

9061000184  
03/22/2018  
3013800328

THIS IS A LEGAL COPY OF  
YOUR CHECK. YOU MAY USE IT  
FOR EFTS WHEN YOU WOULD  
USE THE ORIGINAL CHECK.

RETURN REASON - 3  
CLOSED ACCOUNT

9102/12/50 16900001203  
009500000000E000

YU RECYCLING INC. 480 WEST ST. PORT LEE NJ 07061		DATE 2/1/2018	AMOUNT 2155
PAY TO THE ORDER OF <i>Hyatt Son</i>		TOTAL DOLLARS \$ 2155.00	
The hundred and no/100ths		CENTS 00	
citibank			
CITIBANK N.A. NEW YORK, NY			
MEMO			
40212726551 759670392155			

40212726551 759670392155 400200000000